

ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD

The following additional terms and conditions shall be an Addendum to the standard printed employment contract between the University of New Mexico ("University") and Head Coach/Men's Basketball Steve Alford ("Coach Alford"). Together, this Addendum and Coach Alford's standard printed contract shall be referred to as the "Agreement." This Agreement shall supercede the ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD entered into between the parties in April, 2007, as amended by the FIRST AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (April, 2008), SECOND AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (July, 2010), THIRD AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (November, 2011) and FOURTH AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (June, 2012).

1. POSITION: Coach Alford shall be responsible for all aspects of the University's intercollegiate men's basketball program, under the direct supervision of the Director of Intercollegiate Athletics ("Athletic Director"). During the period of this Agreement Coach Alford shall devote his entire time to the duties of Head Coach/Men's Basketball, and shall not engage in any other employment except as specifically authorized by this Agreement or the Athletic Director.
1. TERM OF AGREEMENT: The term of this Agreement is for ten (10) years, commencing April 1, 2013, and ending March 31, 2023. This Agreement may be extended by the parties by mutual agreement. This Agreement shall automatically terminate upon Coach Alford's death or permanent disability. No notice to Coach Alford shall be required for this Agreement, and with it Coach Alford's employment by the University, to end on March 31 2023. If on March 31, 2018, and each March 31 thereafter within the Agreement term, Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball, an additional year will be added to the term of this Agreement, such that remaining term of the Agreement will not drop below six (6) years. Written amendment pursuant to paragraph 12 shall not be required to effectuate these changes.
2. COMPENSATION: The compensation obligation of the University under this Agreement shall be in five components: (a) Base Salary and Benefits; (b) Other Compensation; (c) Independent Income; (d) Deferred Compensation; and (e) Incentive Salary.
  - a) BASE SALARY AND BENEFITS: For the period commencing on April 1, 2013, and ending on March 31, 2023, Coach Alford shall receive a base salary of Six Hundred Twenty-Four Thousand Two Hundred Dollars (\$624,200.00) per contract year. Effective April 1, 2014, and each year thereafter within the Agreement term, Coach Alford's base salary may be adjusted in accordance with the Regents' annual salary policy for staff. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policy. The parties agree not to enter into salary negotiations for a period of four (4) years from the date of execution of this Agreement.
  - b) OTHER COMPENSATION: Coach Alford shall be allowed the following additional consideration during the term of this Agreement:

- 1) Coach Alford shall receive an automobile allowance of One Thousand Dollars (\$1,000.00) per month, payable monthly and subject to withholding as required by law. This automobile allowance is in lieu of the University furnishing Coach Alford an automobile for official use, and Coach Alford agrees to use his personal automobile for that purpose. Coach Alford understands and agrees that the value of these courtesy cars may be and probably is taxable compensation to him;
- 2) Coach Alford shall be provided membership in a country club designated by the Athletic Director. The Athletics Department agrees to pay the membership fees, and Coach Alford agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph includes golf and other privileges provided by the club selected, typically but not always including tennis and pool privileges. Coach Alford understands and agrees that the value of this membership may and probably is taxable compensation to him;
- 3) Coach Alford shall receive twelve (12) season tickets to home games for each Men's Basketball season. Coach Alford understands and agrees that the value of these tickets may be and probably is taxable compensation to him;
- 4) Coach Alford's spouse and minor children will be added to the official University travel party to regular-season away games within the continental United States. Coach Alford understands and agrees that the value of this benefit may be and probably is taxable compensation to him;
- 5) In addition to his regular coaching duties, Coach Alford shall be responsible for promoting the men's basketball program, the University of New Mexico and the University's athletic department within the community, and for meeting with sponsors and donors. These additional duties shall be discharged in coordination with and under the direction of the Athletic Director and shall include, without limitation, speaking to youth groups, alumni assemblies, service clubs and the like, conducting free basketball camps and clinics to disadvantaged youth, meeting with sponsors and donors, and similar activities as may from time to time be assigned by the Athletic Director or the Senior Associate Athletic Director. Coach Alford shall not refuse any reasonable community relations assignment from the Athletic Director. Coach Alford shall be paid, in twelve approximately equal monthly payments in addition to the base salary described above, the amount of Three Hundred Ten Thousand Dollars (\$310,000.00) per contract year in consideration of discharge of the duties described in this paragraph, said amount to be paid directly from funds available to the Athletic Department.
- 6) The University may enter into agreements with radio and/or television station(s) under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. The University will pay to Coach Alford the additional sum of Three Hundred Ten Thousand Dollars (\$310,000.00) per contract year, in addition to the foregoing, to make appearances as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those third-party contacts or other arrangements. The University will pay the Three Hundred Ten Thousand Dollars (\$310,000.00) described in this paragraph in twelve approximately equal installments during the contract year, as part of Coach

Alford's monthly compensation. Coach Alford shall assist the University in obtaining contracts and arrangements as described in this paragraph, and will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Coach Alford will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Coach Alford understands and agrees that the benefits provided under this paragraph may be and probably are taxable compensation to him;

- 7) The University may enter into promotion, use and/or endorsement agreements with shoe and/or apparel and/or athletic equipment companies. Coach Alford shall assist the University as required in obtaining such agreements. The University will pay Coach Alford the sum of One Hundred Thousand Dollars (\$100,000.00) per contract year, in addition to the foregoing, to wear and equip his team with shoes, other apparel and equipment as directed by the University. Coach Alford will not enter into individual endorsement or any other agreements with third parties which require him to endorse, wear or equip his team with shoes and/or apparel and/or equipment which would conflict with agreements between the University and third parties. The President of the University shall decide whether there is any conflict, and the President's decision shall be final and binding on Coach Alford. The University will pay the compensation described in this paragraph on a pro-rated monthly basis during the contract year, as part of Coach Alford's monthly compensation.
- 8) RETENTION INCENTIVE. If Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball through March 31, 2016, the University will pay to Coach Alford, within thirty (30) days of such date, a retention incentive in the amount of Five Hundred Thousand Dollars (\$500,000.00). If thereafter Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball through March 31, 2021, the University will pay to Coach Alford, within thirty (30) days of such date, a retention incentive in the amount of Five Hundred Thousand Dollars (\$500,000.00). Any and all such retention incentives shall be forfeited in their entirety in the event Coach Alford's employment by the University as Head Coach/Men's Basketball is terminated prior to the qualifying date for such payment. Coach Alford understands and agrees that any and all retention incentive payments made to him pursuant to this paragraph are taxable compensation to him.
- c) INDEPENDENT INCOME: Subject to compliance with Athletics Department, UNM, Mountain West Conference and NCAA policies, as currently in force and from time to time amended, and with the advance written permission of the President of the University to be annually requested in writing, Coach Alford may earn other athletics-related income during the period of this Addendum. The required written permission of the President shall be requested prior to the commencement of each contract year. Such activities are independent of his University Employment, and the University shall have no liability or responsibility for any claims arising therefrom upon termination of this Agreement. Coach Alford shall indemnify the University and hold it harmless from any claims arising out of his independent contractual arrangements with third parties. Coach Alford's advance written requests pursuant to this paragraph shall include the sources and amounts of any independent income contemplated by this paragraph.

The University will permit Coach Alford to operate basketball camps on the grounds of the University each year, subject to the written permission of the President and subject to paying a \$250.00 per day facility use fee for use of Johnson Gym, with the University providing liability coverage for such camp programs to the extent consistent with the New Mexico Tort Claims Act. In the event that the annual pre-tax value of such camp(s) is less than Sixty-Five Thousand Dollars (\$65,000.00) for the contract year, the University will pay the difference between the actual, annual pre-tax value of the camp(s) and the Sixty-Five Thousand Dollar (\$65,000.00) figure on a pro-rated basis as part of Coach Alford's monthly salary. Coach Alford understands and agrees that he is obligated to make his best effort to conduct camps which will maximize the offset against the University's obligation under this paragraph.

- d) DEFERRED COMPENSATION: The University agrees to make for Coach Alford's benefit an annual contribution of \$100,000 to the University of New Mexico Employer Sponsored 403(b) Plan with 415(m) Arrangement ("Plan"). The University will make the annual contribution on or about the June 30 following the end of a contract year. That portion of the annual contribution that would not violate the annual addition limit imposed under Section 415(c) of the Internal Revenue Code will be contributed to the 403(b) component of the Plan. The amount of the contribution that exceeds Coach Alford's annual addition limit for the Plan Year will be allocated as provided under the Section 415(m) component of the Plan. The specific terms and conditions of the Plan are detailed in the Plan Document as may be amended. If Coach Alford's employment as Head Coach/Men's Basketball with the University terminates or is terminated prior to the last day of a contract year, Coach Alford will not be entitled to the annual contribution for that contract year in which Coach Alford's employment with the University terminates or is terminated. All contributions once made to the Plan on behalf of Coach Alford will be fully vested. Following termination of employment with the University, Coach Alford or Coach Alford's beneficiary designated under the Plan, in the event of Coach Alford's death, will be entitled to a distribution from the Plan of Coach Alford's vested benefits. The amount of the distribution and the timing of the distribution will be determined in accordance with the terms of the Plan Document.
- e) INCENTIVE SALARY: In addition to the compensation set forth above, Coach Alford may earn incentive salary according to the following schedule, which shall be reviewed and may with mutual agreement of the parties be adjusted annually:

1.	Conference Championship	\$50,000.00
2.	Conference Tournament Championship	\$50,000.00
3.	Mountain West Coach of the Year	\$10,000.00
4.	NCAA Berth	\$20,000.00
5.	Team GPA above 2.7	\$15,000.00
6.	Beat a Top-25 Team as defined by USA TODAY Coaches Poll	\$15,000.00
7.	Sweet 16 Appearance	\$60,000.00
8.	Elite 8 Appearance	\$75,000.00
9.	Final 4 Appearance	\$125,000.00
10.	National Championship	\$250,000.00
11.	National Coach of the Year	\$25,000.00

In addition to the payment of the associated incentive payment as described above, a Conference Championship, and/or a Conference Tournament Championship, and/or a Sweet 16 appearance will be added to Coach Alford's base salary commencing with the succeeding contract year. In the event that Coach Alford attains more than one of the foregoing incentive salary benchmarks in a single contract year, only the highest of the associated incentive bonus shall be added to base salary for any one succeeding contract year.

3. AVAILABILITY OF FUNDS: This Agreement is subject and subordinate to a determination by the Board of Regents to the availability of funds for the support of the intercollegiate men's basketball program. In the event such funds are determined to be insufficient by the Board of Regents and the men's basketball program is indefinitely terminated, this Agreement shall also be terminated at the end of the fiscal year in which such a finding is made. Upon such termination, all rights and obligations due from each party to the other under the provisions of this Agreement shall cease for lack of funds to support the Men's Basketball Program. The University represents that to the best of its knowledge, there is currently no intent, nor has there been an expression of the desire, to terminate the men's basketball program within the term of this Agreement by the University administration or the Board of Regents, nor has the New Mexico legislature enacted any measure suggesting that the University's mens' basketball program should be terminated.
4. TERMINATION OF AGREEMENT FOR CAUSE: The University reserves the right to terminate this Agreement for "adequate cause" at any time. "Adequate cause" includes violation of any material obligation of Coach Alford under this Agreement or any amendments; insubordination; neglect of duty; malfeasance; conduct involving moral turpitude; conviction of a felony; major or repeated minor violation of policies, rules, or regulations of the University; major or repeated secondary infractions of the Mountain West Conference or NCAA rules (including any similar infraction which may have occurred at Coach Alford's prior employment; violation of his duty to use diligent, good faith efforts to ensure such compliance by his staff or student-athletes in the men's basketball program; or willful or grossly incompetent conduct injurious to the intercollegiate basketball program at the University. If this Agreement is terminated for adequate cause, the University shall have no further liability except for base salary and fringe benefits accrued to the date of termination and a pro rata share of the Other Compensation described in paragraph 3.b.5 above, but there shall not be any liability as to the Deferred Compensation except, and only, as provided in paragraph 3.d., above.
5. TERMINATION BY REQUEST OF COACH ALFORD: Coach Alford may terminate this Agreement at any time upon thirty (30) days' notice to the Athletic Director. In the event that Coach Alford voluntarily terminates this Agreement, the University shall have no further liability except for base salary and benefits accrued to the date of termination, a pro rata share of the Other Compensation described in paragraph 3.b.5, above, but there shall not be any liability as to the Deferred Compensation except, and only, as provided in paragraph 3d, above. Coach Alford understands and agrees that his termination of this Agreement pursuant to this paragraph prior to expiration of the term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, Coach Alford agrees to pay to the University, as liquidated damages and not as penalty, a sum of One Million Dollars (\$1,000,000.00) in the event that he terminates this Agreement pursuant to this paragraph at any time prior to March 31, 2015, the sum of Five Hundred Thousand Dollars (\$500,000.00) in the event he terminates this Agreement pursuant to this paragraph on or after April

1, 2015 but prior to March 31, 2017, and the sum of Three Hundred Thousand Dollars (\$300,000.00) in the event he terminates this Agreement pursuant to this paragraph after April 1, 2017 through the expiration of the term of this Agreement.

6. TERMINATION BY REQUEST OF THE UNIVERSITY: The University may voluntarily terminate this Agreement by giving written notice to Coach Alford not later than March 31 of each Agreement year. No notice from the University to Coach Alford shall be required for the Agreement to expire by its terms on March 31, 2023. In the event of termination of this Agreement by the University other than for cause as defined in paragraph 4, the University shall pay to Coach Alford his prorated Base Salary, as described in paragraph 3.a. above, and his pro rated Other Compensation described in paragraph 3.b.5, above, for the remainder of the contract year in which such notice is given, and the additional sum of Five Hundred Thousand Dollars (\$500,000.00) for each remaining year of the term of this Addendum, not to exceed six (6) years. The sum described in this paragraph will be paid in monthly payments to Coach Alford, with New Mexico and federal tax withholdings, until paid in full. Except as otherwise expressly provided in this paragraph all rights and obligations due from each party to the other under the provisions of this Agreement shall cease upon the effective date of termination set forth in the written notice.

The parties expressly understand and agree that in the event of termination of this Agreement by the University pursuant to this paragraph, the University's sole obligation to Coach Alford following the effective date of termination is to pay the amounts described in the preceding paragraph, and that the University has no liability for Deferred Compensation, as described in this Agreement, for any portion of the contract year in which the Agreement is terminated or any subsequent year of the term of this Agreement.

7. CONDUCT OF ATHLETICS PERSONNEL: Coach Alford, hired to administer, conduct or coach intercollegiate athletics, shall act with honesty and sportsmanship at all times in promoting the honor, dignity, fair play and high standards associated with competitive sports.
8. UNETHICAL CONDUCT: Coach Alford shall refrain from unethical conduct. Unethical conduct by a prospective, current or former University employee may include, but is not limited to, the following examples of misconduct:
- a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the University;
  - b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for an prospective or an enrolled student-athlete;
  - c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
  - d) Knowingly furnishing the NCAA or the University false or misleading information concerning an employee's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation; or,

- e) Receipt of benefits by the employee for facilitation or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor (e.g., a "runner").
9. COMPLIANCE WITH RULES AND REGULATIONS: Coach Alford shall be responsible for maintaining complete knowledge of and full compliance with the policies, rules and regulations of the University (particularly those described in the Athletic Department's Policies and Procedures Manual), the MWC or any other conference with which the University may elect to affiliate, and the NCAA (all as currently in force and as amended from time to time). Coach Alford shall immediately report any apparent or real violations of the above policies, rules and regulations occurring in the Department to the Assoc. Athletic Director/Admin. If Coach Alford is found to be in violation of any of the foregoing while employed by the University, or is found to have been in violation of NCAA or conference rules and regulations during prior employment at another NCAA member institution, he shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and as set forth in this Agreement, up to and including termination.
10. ARBITRATION: To the fullest extent permitted by law, any dispute or controversy arising out of or relating to this Agreement or the breach thereof, including the rights, duties, obligations and liabilities of the parties hereunder, shall be determined by binding arbitration. The duty to arbitrate shall survive and include the cancellation or termination of this Agreement and shall include all disputes or questions regarding interpretation and enforceability of this Agreement. Arbitration shall be conducted, upon request of either party, before a single arbitrator chosen by the parties by alternately striking names from a list of seven names submitted by the American Arbitration Association of individuals who shall be attorneys knowledgeable in the field of employment contracts and, to the greatest extent possible, collegiate athletics, and who shall make his/her award in conformity with the rules of said Association and in accordance with the laws of the State of New Mexico as applied to the facts found by him/her. The expense of arbitration proceedings conducted hereunder shall be borne equally by both parties hereto, and all arbitration proceedings hereunder shall be conducted in Albuquerque, New Mexico. If the arbitrator determines that the University did not have adequate cause for any termination under paragraph 4, damages shall be calculated based upon sums that the University would be required to pay under the compensation provisions of this Agreement. No other compensatory, consequential or exemplary damages may be awarded to Coach Alford.
11. MISCELLANEOUS: The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by that party of any subsequent breaches. All agreement and covenants in this Agreement are severable, and if a court of competent jurisdiction or arbitrator declares any such provision to be invalid, the remainder of this Agreement shall be enforced to the maximum practicable extent.
12. ENTIRE AGREEMENT: The University standard printed employment contract and this Addendum to that contract together constitute the entire agreement between the parties. Coach Alford affirmatively states and warrants that he does not, in entering into this agreement, rely upon any representations made to him by any employee, representative or agent of the University of New Mexico which are not set forth in this Agreement. Any amendments or further addenda hereafter agreed to by both parties shall be in writing and executed with the same formality.

13. STATUTORY OVERSIGHT: This Agreement and any other amendments or addenda shall be governed by and construed in accordance with the laws of New Mexico and policies of the University of New Mexico Board Of Regents.

UNIVERSITY OF NEW MEXICO

By: \_\_\_\_\_  
Steve Alford, Head Coach

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Krebs  
Director of Athletics

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert G. Frank  
President

Date: \_\_\_\_\_



## Term Sheet

Coach Steve Alford

March 18, 2013

This document will memorialize our agreement on the principal term of your new employment contract. We have agreed on the following principal terms, which will be incorporated into a definitive, written agreement. **Terms are contingent upon our reaching agreement on a final written employment agreement.**

1. Term of the contract: Ten years, commencing April 1, 2013. Contract will run April 1 through March 30. Length on the contract will not drop below 6 years. There are no additional years earned on the contract based on incentives earned.
2. Coach Alford will receive a \$240,000 increase to his compensation for next year beyond any incentives earned this year that roll into his base for next year.
3. Coach Alford agrees to not to open salary discussion for a 4 year period.
4. Unless specified in this agreement or changes are needed due to language that is outdated or no longer accurate, remaining terms of existing contract remain intact.
5. University will commit to an additional salary pool of \$65,000 for the basketball coaches and staff. Any raises must conform to University HR policy and must be approved by the Vice President for Athletics.

6. Should Coach Alford leave the employment of UNM he will be required the following amount:

Prior to April 1, 2015	\$1,000,000
After April 1, 2015 but prior to April 1, 2017	\$500,000
After April 1, 2017	\$300,000

7. New Incentives that read as follows:

Conference Championship	\$50,000
Conference Tournament Championship	\$50,000
NCAA Sweet 16	\$60,000
NCAA Elite 8	\$75,000
NCAA Final Four	\$125,000
Beat a top 25 team*	\$15,000

\*ranking at the time of the game, capped at a maximum award of 3

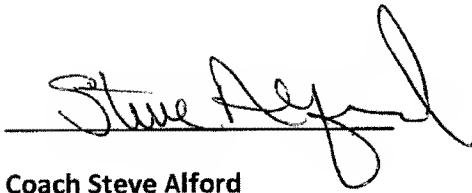
\*\*amounts that roll into base do not change

\*\*\*Eliminate the following incentives:

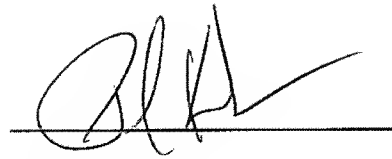
Strength of Schedule

RPI

20 win season

A handwritten signature in cursive script, appearing to read "Steve Alford", written over a horizontal line.

**Coach Steve Alford**

A handwritten signature in cursive script, appearing to read "Paul Krebs", written over a horizontal line.

**VP Paul Krebs**

## ATHLETIC CONTRACT EMPLOYEE TERM SHEET

### POSITION

Employee's Name: Stephen Alford

Position Title: Head Coach: Men's Basketball

Title(s) of person(s) who may provide direct supervision:

VPIA

### TERM OF AGREEMENT

Number of years: 10

Start Date: April 1, 2013

End Date: March 30, 2023

☒ Special Requirements justifying deviation from normal July1-June30 contract year:

Basketball Contracts coincide with their seasons

### COMPENSATION

Base Salary: \$324, 200

☐ Special salary considerations:

☒ Deferred Compensation

Amount of annual contribution: \$100,000 on or about June 30th

☐ Leave Provisions

☐ No accrual of annual leave

☐ Other Leave provisions:

**Other Compensation**

☒ Courtesy Cars

☐ At discretion of VPIA

Number: \$1000/month car allowance

☒ Season tickets

Number: Twelve (12)

Sport(s): Home Men's basketball games

☒ Country Club Membership

Scope of Membership paid by UNM: membership fees

☒ Spouse added to official University travel party to regular and post-season away games within the Continental United States.

☒ Additions: Spouse and minor children

☒ Additional Compensation for promoting program

Amount: \$430,000

☒ Additional Compensation for media participation/cooperation

Amount: \$430,000

☒ Additional Compensation for use/endorsement of apparel/equipment

Amount: \$100,000

☒ Independent Income

☒ Athletics Related Only

☒ Other: UNM permits Coach Alford to operate basketball camps on the grounds each year subject to permission of the president and subject to paying \$250 per day facility use fee. in the event the event the annual pre-tax value of the camp is less than \$65,000 for the contract year, the University will pay the difference between actual, annual pre-tax value of the camps and the figure \$65,000 on a pro-rated basis as part of Coach Alford's monthly salary.

☒ Incentive Payment

☒ Qualifying events/amount of each:

Conference Championship - \$50,000  
Conference Tournament Championship - \$50,000  
MWC Coach of the Year - \$10,000  
NCAA Berth - \$20,000  
Team GPA above 2.7 - \$15,000  
Beat a Top 25 team (maximum award of 3)  
Sweet 16 appearance - \$60,000  
NCAA Elite 8 - \$75,000  
NCAA Final Four - \$125,000

A conference, and/or conference tournament championship, and/or Sweet 16, Elite 8 or a final 4 appearance will result in an additional year added to his term of his addendum and the amount of the associated bonus shall be added to Coach Alford's base salary commencing with the succeeding contract year. In the event that Coach Alford's attains more than one of the foregoing incentive salary benchmarks in a single contract year, the cumulative total of the associated incentive bonuses shall be added to the base salary for the succeeding year, but only 1 additional year shall be added to the term of this Addendum

☐ Discretionary Payment, at VPIA discretion

☒ Timing of payment, if different from standard: Incentives shall be paid by April 30<sup>th</sup> of the year following the year in which the incentive is earned.

☐ Moving Expenses

☐ Employee Reimbursement Terms:

Amount:

**TERMINATION PROVISIONS**

☒ Employee required to make payment to UNM ("liquidated damages") if employee terminates contract and leaves before end of contract term?

if he leaves prior to April 1, 2015 - \$1,000,000

After April 1, 2015 prior to April 1, 2017 - \$500,000

After April 1, 2017 - \$300,000

☒ What payment to employee/other arrangements will University make if University terminates agreement other than for cause:

University shall pay Coach Alford his pro-rated base salary as described in paragraph 3.a above, and his pro-rated other compensation described in paragraph 3.b.5 above for the remainder of the contract year in which such notice is given and the additional sum of \$500,000.00 for each remaining year of the term of this Addendum. Summ will be paid in monthly payments with NM and federal tax withholdings, until paid in full

☐ Offset in favor of University if employee gets other employment after termination

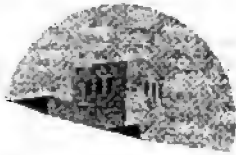
Other/Comments:

Retention incentive: If Coach Alford remains employed by UNM through March 31, 2016, the University will pay Coach Alford, within thirty (30) days of such date a retention incentive payment in the amount of \$500,000. if thereafter Coach Alford remains continuously employed by the University through the expiration date of this agreement, UNM will pay Coach Alford \$500,000 within thirty (30) days of the expiration of this Agreement. All retention payments pursuant to this paragraph are taxable compensation to him.

Signature\_\_\_\_\_Date\_\_\_\_\_

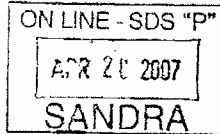
Approving

Signature\_\_\_\_\_Date\_\_\_\_\_



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: April 10, 2007



COOY

Alford, Stephen T.  
316-84-8802  
Athletics

After consultation with appropriate University authorities, it has been determined that your appointment status will be  
Head Coach/Men's Basketball  
for the period of service from 03/23/2007 to 03/31/2008.

TOTAL SALARY	MONTHS OF SERVICE	PERCENT TIME	INDEX CODE(S)	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
				BEGINNING	ENDING	AMOUNT	NO.
\$214,772.76	12.27	1.0	9-25240 100%	03/23/2007	03/31/2007	\$4,772.76	1
			9-25240 100%	04/01/2007	03/31/2008	\$17,500.00	12

Base Salary: \$210,000.00

This is the 1<sup>st</sup> year of a 6-year contract. Please refer to the Employment Addendum for terms and conditions.

This appointment is governed by applicable policies as stated in the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM policy 3240, The University reserves the right to renew or not renew this contract.

The contract of a person employed for the fiscal year is usually written to indicate a twelve-month period of employment, it being understood that, for full-time coaches, a one-month vacation is implicit in the agreement. However, details of the policy on vacation accruals are governed by the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual. Where duplication of policy exists in both documents, the University's Intercollegiate Athletics Policies and Procedures Manual shall prevail.

Please sign, make a copy and take the original of this contract to the Human Resources Department, 1700 Lomas NE, Ste. 1400 within the next ten days.

I accept the appointment described above.

Employee Signature

David W. Harris, Acting President

Paul Krebs, Athletic Director, Athletics



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: Thursday, May 15, 2008

**Alford, Stephen**

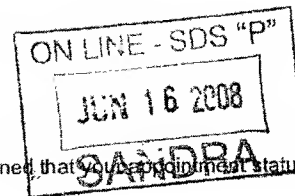
UNM ID: 101278803 Position Number: S01717 Job Suffix: 00

**Athletics Mens Basketball - 925D**

After consultation with appropriate University authorities, it has been determined that the appointment status will be

**Head Coach/Men's Basketball - Y7011**

for the period of service from 7/1/2008 to 3/31/2016.



TOTAL SALARY	MONTHS OF SERVICE	PERCENT TIME	INDEX CODE(S)	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
				BEGINNING	ENDING	AMOUNT	NO.
\$1,660,050.00	93	100	925027 100 %	7/1/2008	3/31/2016	\$17,850.00	93

Base Salary (per annum): \$214,200.00

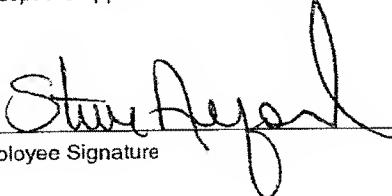
**This is the second year of a 9 year contract.**

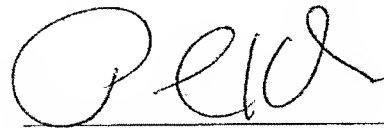
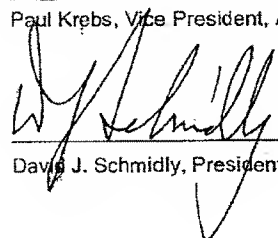
This appointment is governed by applicable policies as stated in the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM Policy 3240, The University reserves the right to renew or not renew this contract.

The contract of a person employed for the fiscal year is usually written to indicate a twelve-month period of employment, it being understood that, for full-time coaches, a one-month vacation is implicit in the agreement. However, details of the policy on vacation accruals are governed by the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual. Where duplication of policy exists in both documents, the University's Intercollegiate Athletics Policies and Procedures Manual shall prevail.

Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas, Ste. 1400 NE, and keep a copy for your records.

I accept the appointment described above.

  
Employee Signature

  
Paul Krebs, Vice President, Athletics  
  
David J. Schmidly, President





THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: Tuesday, June 30, 2009

Alford, Stephen

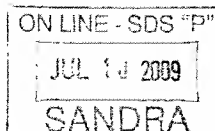
UNM ID: 101278803 Position Number: S01717 Job Suffix: 00

Athletics Mens Basketball - 925D

After consultation with appropriate University authorities, it has been determined that your appointment status will be

Head Coach/Men's Basketball - Y7011

for the period of service from 7/1/2009 to 6/30/2017.



TOTAL SALARY	MONTHS OF SERVICE	PERCENT TIME	INDEX CODE(S)	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
				BEGINNING	ENDING	AMOUNT	NO.
\$1,913,600.64	96	100	925027 100 %	7/1/2009	6/30/2017	\$19,933.34	96

Base Salary (per annum): \$239,200.08

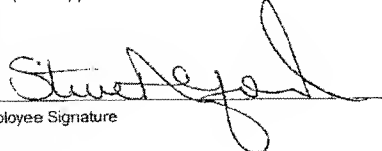
This is the third year of a ten-year contract.

This appointment is governed by applicable policies as stated in the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM Policy 3240, The University reserves the right to renew or not renew this contract.

The contract of a person employed for the fiscal year is usually written to indicate a twelve-month period of employment, it being understood that, for full-time coaches, a one-month vacation is implicit in the agreement. However, details of the policy on vacation accruals are governed by the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual. Where duplication of policy exists in both documents, the University's Intercollegiate Athletics Policies and Procedures Manual shall prevail.

Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 3700, and keep a copy for your records.

I accept the appointment described above.

  
Employee Signature

  
Paul Krebs, Vice President, Athletics

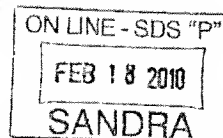


THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: January 21, 2010

Alford, Stephen T.

Banner ID: 101278803 Position Number: S01717 Suffix: 00



Athletics Men's Basketball - 925D

After consultation with appropriate University authorities, it has been determined that your appointment status will be

Head Coach/Men's Basketball - Y7011

for the period of service from 07/01/2009 to 03/31/2017.

TOTAL SALARY	MONTHS OF SERVICE	PERCENT TIME	INDEX CODE(S)	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
				BEGINNING	ENDING	AMOUNT	NO.
\$1,853,800.60	93	1.0	925027 100%	07/01/2009	03/31/2017	\$19,933.34	93

Base Salary: \$239,200.08

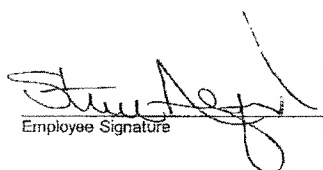
This is the third year of a ten-year contract.

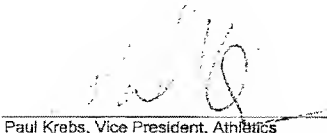
This appointment is governed by applicable policies as stated in the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM policy 3240, The University reserves the right to renew or not renew this contract.

The contract of a person employed for the fiscal year is usually written to indicate a twelve-month period of employment, it being understood that, for full-time coaches, a one-month vacation is implicit in the agreement. However, details of the policy on vacation accruals are governed by the University's Intercollegiate Athletics Policies and Procedures Manual and the University Business Policies and Procedures Manual. Where duplication of policy exists in both documents, the University's Intercollegiate Athletics Policies and Procedures Manual shall prevail.

Please sign, make a copy and take the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 3700 within the next ten days.

I accept the appointment described above.

  
Employee Signature Date 2/3/10

  
Paul Krebs, Vice President, Athletics Date 1/21/10



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: Wednesday, July 28, 2010

Alford, Stephen T.

UNM ID: 101278803 Position Number: S01717 Job Suffix: 00

Athletics Mens Basketball - 925D

After consultation with appropriate University authorities, it has been determined that your appointment status will be  
**Head Coach/Men's Basketball - Y7011**  
for the period of service from 7/1/2010 to 3/31/2011.

TOTAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$198,150.03	9.00	100	7/1/2010	3/31/2011	\$22,016.67	9.00

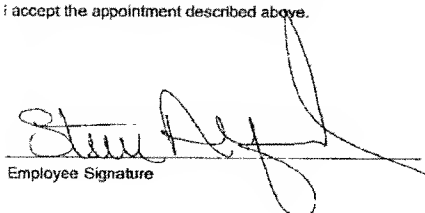
Base Salary (per annum): \$264,200.04

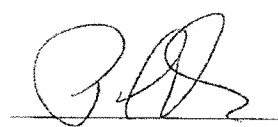
This is the fourth year of a 13-year contract.

This appointment is governed by applicable policies as stated in the University's Regents Policy Manual and The University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM Policy 3240, the University reserves the right to renew or not renew this contract.

Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 3700, and keep a copy for your records.

I accept the appointment described above.

  
Employee Signature

  
Paul Krebs, Vice President, Athletics



THE UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131

Date: Tuesday, June 12, 2012

**Alford, Stephen T.**

UNM ID: 101278803 Position Number: S01717 Job Suffix: 00

**Athletics Mens Basketball - 925D**

After consultation with appropriate University authorities, it has been determined that your appointment status will be

**Head Coach/Men's Basketball - Y7011**

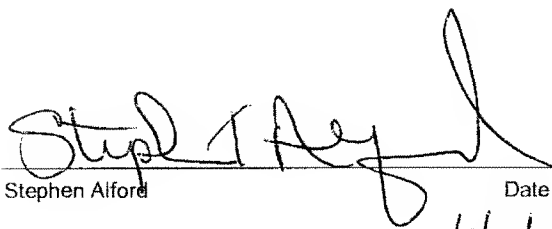
for the period of service from 4/1/2012 to 3/31/2021.


ANNUAL SALARY	MONTHS OF SERVICE	PERCENT TIME	PERIOD DURING WHICH PAYMENTS ARE MADE		INSTALLMENTS	
			BEGINNING	ENDING	AMOUNT	NO.
\$324,200.04	108.00	100	4/1/2012	3/31/2021	\$27,016.67	108.00

This appointment is governed by applicable policies as stated in the University's Regents Policy Manual and The University Business Policies and Procedures Manual, as they are amended from time to time, published and distributed by the University, and by relevant federal and state laws and regulations. In conformance with UNM Policy 3240, the University reserves the right to renew or not renew this contract.

Please sign, and forward the original of this contract to the Division of Human Resources, 1700 Lomas Boulevard NE, Suite 1400, and keep a copy for your records.

I accept the appointment described above.

  
Stephen Alford  
Date  
6/12/12

  
Paul Krebs  
Vice President  
Athletics  
Date  
6/13/12

ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD

The following additional terms and conditions shall be an Addendum to the standard printed employment contract between the University of New Mexico ("University") and Head Coach/Men's Basketball Steve Alford ("Coach Alford"). (Together, this Addendum and Coach Alford's standard printed contract shall be referred to as the "Agreement.")

1. POSITION: Coach Alford shall be responsible for all aspects of the University's intercollegiate men's basketball program, under the direct supervision of the Vice President for Intercollegiate Athletics ("VPIA"). During the period of this Agreement Coach Alford shall devote his entire time to the duties of Head Coach/Men's Basketball, and shall not engage in any other employment except as specifically authorized by this Agreement or the Athletic Director.
2. TERM OF AGREEMENT: The term of this Agreement is for six (6) years, commencing March 26 2007, and ending March 31, 2013. This Agreement may be extended by the parties by mutual agreement. This Agreement shall automatically terminate upon Coach Alford's death or permanent disability.
3. COMPENSATION: The compensation obligation of the University under this Agreement shall be in five components: (a) Base Salary and Benefits; (b) Other Compensation; (c) Independent Income; (d) Deferred Compensation; and (e) Incentive Salary.
  - a) BASE SALARY AND BENEFITS: For the period commencing on March 26, 2007, and ending on March 31, 2008, Coach Alford shall receive a base salary of \$210,000.00. Effective April 1, 2008, and each year thereafter within the Agreement term, Coach Alford's base salary will be adjusted in accordance with the Regents' annual salary policy for staff. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policy. The first contract year of Coach Alford's employment under this Agreement shall be the period March 26, 2007, to March 31, 2008. The second and subsequent contract years under this Agreement shall run from April 1 to March 31.
  - b) OTHER COMPENSATION: Coach Alford shall be allowed the following additional consideration during the term of this Agreement:
    - 1) Coach Alford shall be provided two courtesy cars for his personal use, subject to all the insurance, income tax, and other policies and regulations of the car donor, the University, and the Internal Revenue Service. Coach Alford understands and agrees that the value of these courtesy cars may be and probably is taxable compensation to him;
    - 2) Coach Alford shall be provided membership in a country club designated by the Athletic Director. The Athletics Department agrees to pay the membership fees, and Coach Alford agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph includes golf and other privileges provided by the club selected, typically but not always including tennis and pool privileges. Coach Alford understands and agrees that the value of this membership may and probably is taxable compensation to him;

- 3) Coach Alford shall receive twelve (12) season tickets to home games for each Men's Basketball season. Coach Alford understands and agrees that the value of these tickets may be and probably is taxable compensation to him;
- 4) Coach Alford's spouse and minor children will be added to the official University travel party to regular-season away games within the continental United States. Coach Alford understands and agrees that the value of this benefit may be and probably is taxable compensation to him;
- 5) In addition to his regular coaching duties, Coach Alford shall be responsible for reasonable efforts to promote the men's basketball program, the University of New Mexico and the University's athletic department within the community, and for meeting with sponsors and donors. These additional duties shall be discharged in coordination with and under the direction of the VPIA and shall include, without limitation, speaking to youth groups, alumni assemblies, service clubs and the like, conducting free basketball camps and clinics to disadvantaged youth, meeting with sponsors and donors, and similar activities as may from time to time be assigned by the VPIA or the Senior Associate Athletic Director. Coach Alford shall not refuse any reasonable community relations assignment from the VPIA. Coach Alford shall be paid, in twelve approximately equal monthly payments in addition to the base salary described above, the amount of \$250,000.00 per contract year in consideration of discharge of the duties described in this paragraph, said amount to be paid directly from funds available to the Athletic Department.
- 6) The University may enter into agreements with radio and/or television station(s) under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. The University will pay to Coach Alford the additional sum of \$250,000.00 per contract year, in addition to the foregoing, to make appearances as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those third-party contacts or other arrangements. The University will pay the \$250,000.00 described in this paragraph in twelve approximately equal installments during the contract year, as part of Coach Alford's monthly compensation. Coach Alford shall assist the University in obtaining contracts and arrangements as described in this paragraph, and will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Coach Alford will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Coach Alford understands and agrees that the benefits provided under this paragraph may be and probably are taxable compensation to him;
- 7) The University may enter into promotion, use and/or endorsement agreements with shoe and/or apparel and/or athletic equipment companies. Coach Alford shall assist the University as required in obtaining such agreements. The University will pay Coach Alford the sum of \$100,000.00 per contract year, in addition to the foregoing, to wear and equip his team with shoes, other apparel and equipment as directed by the University. Coach Alford will not enter into individual endorsement or any other agreements with third parties which require him to endorse, wear or equip his team with

shoes and/or apparel and/or equipment which would conflict with agreements between the University and third parties. The President of the University shall decide whether there is any conflict, and the President's decision shall be final and binding on Coach Alford. The University will pay the compensation described in this paragraph on a pro-rated monthly basis during the contract year, as part of Coach Alford's monthly compensation.

- c) **INDEPENDENT INCOME:** Subject to compliance with Athletics Department, UNM, Mountain West Conference and NCAA policies, as currently in force and from time to time amended, and with the advance written permission of the President of the University to be annually requested in writing, Coach Alford may earn other athletics-related income during the period of this Addendum. The required written permission of the President shall be requested prior to the commencement of each contract year. Such activities are independent of his University Employment, and the University shall have no liability or responsibility for any claims arising therefrom upon termination of this Agreement. Coach Alford shall indemnify the University and hold it harmless from any claims arising out of his independent contractual arrangements with third parties. Coach Alford's advance written requests pursuant to this paragraph shall include the sources and amounts of any independent income contemplated by this paragraph.

The University will permit Coach Alford to operate basketball camps on the grounds of the University each year, subject to the written permission of the President and subject to normal fees charged by the University for such facility use, with the University providing liability coverage for such camp programs to the extent consistent with the New Mexico Tort Claims Act. In the event that the annual pre-tax value of such camp(s) is less than \$65,000.00 for the contract year, the University will pay the difference between the actual, annual pre-tax value of the camp(s) and the figure \$65,000.00 on a pro-rated basis as part of Coach Alford's monthly salary. Coach Alford understands and agrees that he is obligated to make his best effort to conduct camps which will maximize the offset against the University's obligation under this paragraph.

- d) **DEFERRED COMPENSATION:** The University agrees to make for Coach Alford's benefit an annual contribution of \$100,000 to the University of New Mexico Employer Sponsored 403(b) Plan with 415(m) Arrangement ("Plan"). Except as otherwise provided, the University will make the annual contribution on or about the June 30 following the end of a contract year, with the first contribution being made on or about June 30, 2008, provided that Coach Alford is employed as Head Coach/Men's Basketball on the last day of the contract year. That portion of the annual contribution that would not violate the annual addition limit imposed under Section 415(c) of the Internal Revenue Code will be contributed to the 403(b) component of the Plan. The amount of the contribution that exceeds Coach Alford's annual addition limit for the Plan Year will be allocated as provided under the Section 415(m) component of the Plan. The specific terms and conditions of the Plan are detailed in the Plan Document as may be amended. Except as otherwise provided, if Coach Alford's employment as Head Coach/Men's Basketball with the University terminates or is terminated prior to the last day of a contract year, Coach Alford will not be entitled to the annual contribution for that contract year in which Coach Alford's employment with the University terminates or is terminated. If Coach Alford's employment with the University

is terminated prior to the last day of the contract year for any of the following reasons, the University will make a contribution to the Plan for Coach Alford for that year: (i) death; or (ii) at the request of the University for a reason other than adequate cause. All contributions once made to the Plan on behalf of Coach Alford will be fully vested. Following termination of employment with the University, Coach Alford or Coach Alford's beneficiary designated under the Plan, in the event of Coach Alford's death, will be entitled to a distribution from the Plan of Coach Alford's vested benefits. The amount of the distribution and the timing of the distribution will be determined in accordance with the terms of the Plan Document.

- e) **INCENTIVE SALARY:** In addition to the compensation set forth above, Coach Alford may earn incentive salary according to the following schedule, which shall be reviewed and may with mutual agreement of the parties be adjusted annually:

1.	Conference Championship	\$25,000.00
2.	Conference Tournament Championship	\$25,000.00
3.	Mountain West Coach of the Year	\$10,000.00
4.	NCAA Berth	\$20,000.00
5.	20-Win Season	\$10,000.00
6.	RPI in Top-50	\$10,000.00
7.	Strength of Schedule in the top 100	\$10,000.00
8.	Team GPA above 2.7	\$10,000.00
9.	Graduation Rate above 50%	\$10,000.00
10.	APR above 925	\$10,000.00
11.	Beat a Top-20 Team as defined by USA TODAY Coaches Poll	\$10,000.00
12.	Sweet 16 Appearance	\$50,000.00
13.	Elite 8 Appearance	\$50,000.00
14.	Final 4 Appearance	\$100,000.00
15.	National Championship	\$250,000.00
16.	National Coach of the Year	\$25,000.00

In addition to the payment of the associated incentive payment as described above, a Conference Championship, and/or a Conference Tournament Championship, and/or a Sweet 16, and/or an Elite 8 appearance, and or a Final Four appearance will result in an additional year shall being added to the term of this Addendum and the amount of the associated bonus shall be added to Coach Alford's base salary commencing with the succeeding contract year. In the event that Coach Alford attains more than one of the foregoing incentive salary benchmarks in a single contract year, the cumulative total of the associated incentive bonuses shall be added to base salary for the succeeding contract year, but only one additional year shall be added to the term of this Addendum.

4. **MOVING EXPENSE REIMBURSEMENT:** Moving expenses will be reimbursed as provided in University policy 4020, "Moving Expenses," of the University Business Policy and Procedures Manual (UBPPM), up to a maximum of \$15,000.00. If Coach Alford does not complete the first contract year from date of hire, he shall reimburse the University a prorated portion for moving and travel expenses paid by the University. In that event, the total amount paid shall be divided by twelve and the prorated amount to be reimbursed by Coach Alford shall be 1/12 times the number of



months or partial months of the first contract year not completed. This provision shall apply whether Coach Alford resigns or is terminated by the University in accordance with this Agreement.

5. AVAILABILITY OF FUNDS: This Agreement is subject and subordinate to a determination by the Board of Regents to the availability of funds for the support of the intercollegiate men's basketball program. In the event such funds are determined to be insufficient by the Board of Regents and the men's basketball program is indefinitely terminated, this Agreement shall also be terminated at the end of the fiscal year in which such a finding is made. Upon such termination, all rights and obligations due from each party to the other under the provisions of this Agreement shall cease for lack of funds to support the Men's Basketball Program. The University represents that to the best of its knowledge, there is currently no intent, nor has there been an expression of the desire, to terminate the men's basketball program within the term of this Agreement by the University administration or the Board of Regents, nor has the New Mexico legislature enacted any measure suggesting that the University's mens' basketball program should be terminated.
6. TERMINATION OF AGREEMENT FOR CAUSE: The University reserves the right to terminate this Agreement for "adequate cause" at any time. "Adequate cause" includes violation of any material obligation of Coach Alford under this Agreement or any amendments; insubordination; neglect of duty; malfeasance; conduct involving moral turpitude; conviction of a felony; major or repeated minor violation of policies, rules, or regulations of the University; major or repeated secondary infractions of the Mountain West Conference or NCAA rules (including any similar infraction which may have occurred at Coach Alford's prior employment; violation of his duty to use diligent, good faith efforts to ensure such compliance by his staff or student-athletes in the men's basketball program; or willful or grossly incompetent conduct injurious to the intercollegiate basketball program at the University. If this Agreement is terminated for adequate cause, the University shall have no further liability except for base salary and fringe benefits accrued to the date of termination and a pro rata share of the Other Compensation described in paragraph 3.b.5 above, but there shall not be any liability as to the Deferred Compensation except, and only, as provided in paragraph 3.d, above.
7. TERMINATION BY REQUEST OF COACH ALFORD: Coach Alford may terminate this Agreement at any time upon thirty days notice to the VPIA. In the event that Coach Alford voluntarily terminates this agreement, the University shall have no further liability except for base salary and benefits accrued to the date of termination, a pro rata share of the Other Compensation described in paragraph 3.b.5, above, but there shall not be any liability as to the Deferred Compensation except, and only, as provided in paragraph 3d, above.
8. TERMINATION BY REQUEST OF THE UNIVERSITY: The University may voluntarily terminate this Agreement by giving written notice to Coach Alford not later than March 31 of each Agreement year. No notice from the University to Coach Alford shall be required for the Agreement to expire by its terms on March 31, 2013. In the event of termination of this Agreement by the University other than for cause as defined in Paragraph 4, the University shall pay to Coach Alford his pro rated Base Salary, as described in paragraph 3.a. above, and his pro rated Other Compensation described in paragraph 3.b.5, above, for the remainder of the contract year in which such notice is given, and the additional sum of \$400,000.00 for each remaining year of the term of this Addendum. The sum described in this paragraph will be paid in monthly payments to Coach Alford, with New Mexico and federal tax withholdings, until paid in full. Except as otherwise expressly provided in this paragraph all rights and obligations due from each party to the other under

the provisions of this Agreement shall cease upon the effective date of termination set forth in the written notice.

The parties expressly understand and agree that in the event of termination of this Agreement by the University pursuant to this paragraph, the University's sole obligations to Coach Alford following the effective date of termination are to pay the amounts described in the preceding paragraph, and to make a contribution to the Plan in accordance with the provisions of Paragraph 3.d.

9. CONDUCT OF ATHLETICS PERSONNEL: Coach Alford, hired to administer, conduct or coach intercollegiate athletics, shall act with honesty and sportsmanship at all times in promoting the honor, dignity, fair play and high standards associated with competitive sports.
10. UNETHICAL CONDUCT: Coach Alford shall refrain from unethical conduct. Unethical conduct by a prospective, current or former University employee may include, but is not limited to, the following examples of misconduct:
  - a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the University;
  - b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for an prospective or an enrolled student-athlete;
  - c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
  - d) Knowingly furnishing the NCAA or the University false or misleading information concerning an employee's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation; or,
  - e) Receipt of benefits by the employee for facilitation or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor (e.g., a "runner").
11. COMPLIANCE WITH RULES AND REGULATIONS: Coach Alford shall be responsible for maintaining complete knowledge of and full compliance with the policies, rules and regulations of the University (particularly those described in the Athletic Department's Policies and Procedures Manual), the MWC or any other conference with which the University may elect to affiliate, and the NCAA (all as currently in force and as amended from time to time). Coach Alford shall immediately report any apparent or real violations of the above policies, rules and regulations occurring in the Department to the Assoc. Athletic Director/Admin. If Coach Alford is found to be in violation of any of the foregoing while employed by the University, or is found to have been in violation of NCAA or conference rules and regulations during prior employment at another NCAA member institution, he shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure and as set forth in this Agreement, up to and including termination.
12. ARBITRATION: To the fullest extent permitted by law, any dispute or controversy arising out of or relating to this Agreement or the breach thereof, including the rights, duties, obligations and liabilities of the parties hereunder, shall be determined by binding arbitration. The duty to arbitrate

shall survive and include the cancellation or termination of this Agreement and shall include all disputes or questions regarding interpretation and enforceability of this Agreement. Arbitration shall be conducted, upon request of either party, before a single arbitrator chosen by the parties by alternately striking names from a list of seven names submitted by the American Arbitration Association of individuals who shall be attorneys knowledgeable in the field of employment contracts and, to the greatest extent possible, collegiate athletics, and who shall make his/her award in conformity with the rules of said Association and in accordance with the laws of the State of New Mexico as applied to the facts found by him/her. The expense of arbitration proceedings conducted hereunder shall be borne equally by both parties hereto, and all arbitration proceedings hereunder shall be conducted in Albuquerque, New Mexico. If the arbitrator determines that the University did not have adequate cause for any termination under Paragraph 5, damages shall be calculated based upon sums that the University would be required to pay under the compensation provisions of this Agreement. No other compensatory, consequential or exemplary damages may be awarded to Coach Neal.

13. MISCELLANEOUS: The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by that party of any subsequent breaches. All agreement and covenants in this Agreement are severable, and if a court of competent jurisdiction or arbitrator declares any such provision to be invalid, the remainder of this Agreement shall be enforced to the maximum practicable extent.
14. ENTIRE AGREEMENT: The University standard printed employment contract and this Addendum to that contract together constitute the entire agreement between the parties. Coach Alford affirmatively states and warrants that he does not, in entering into this agreement, rely upon any representations made to him by any employee, representative or agent of the University of New Mexico which are not set forth in this Agreement. Any amendments or further addenda hereafter agreed to by both parties shall be in writing and executed with the same formality.
15. STATUTORY OVERSIGHT: This Agreement and any other amendments or addenda shall be governed by and construed in accordance with the laws of New Mexico and policies of the University of New Mexico Board Of Regents.

By: \_\_\_\_\_

Steve Alford, Head Coach

Date: \_\_\_\_\_

6/26/07

UNIVERSITY OF NEW MEXICO

By: \_\_\_\_\_

Vice President for Intercollegiate Athletics

Date: \_\_\_\_\_

6/26/07

By: \_\_\_\_\_

EVP for Administration, Chief Operating Officer  
and Chief Financial Officer

Date: \_\_\_\_\_

6/27/07

FIRST AMENDMENT TO  
ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD

The parties recognize and agree that the employment contract between Head Coach/Men's Basketball Steve Alford ("Coach Alford") and the University of New Mexico ("the University") is comprised of Coach Alford's standard, printed, annual employment agreement and the ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD ("the Addendum"), together referred to as "the Agreement." The parties further recognize and agree that paragraph 15 of the Addendum permits amendment thereof by written agreement of the parties. The parties hereby mutually agree that the Addendum be amended in the two respects described in the numbered paragraphs appearing below.

1. Coach Alford and the University mutually agree that paragraph 1 of the Addendum, POSITION, be amended by addition of the following language at the end of the paragraph: *Recognizing that success of the University's intercollegiate men's basketball program will be materially aided by continued retention of a fully qualified Associate Head Coach/Men's Basketball the University will, for the life of the Agreement between the University and Coach Alford, maintain the minimum, total compensation of the Associate Head Coach/Men's Basketball at \$250,000.00. The University and Coach Alford agree that the University retains sole discretion to distribute the minimum, total compensation of the Associate Head Coach/Men's Basketball among base salary, deferred compensation, promotion of the Men's Basketball program and of University and its Men's Basketball program, or otherwise as may be negotiated between the University and any individuals filling the position of Associate Head Coach/Men's basketball. Further, the University and Coach Alford agree that the University retains sole discretion to approve the selection and hiring of any individual to fill the position of Associate Head Coach/Men's Basketball. The sole effect of this amendment is to fix the minimum, total compensation of persons hired into that position.*

2. Coach Alford and the University mutually agree that paragraph 2 of the Addendum, TERM OF AGREEMENT, be amended to read: *The term of this Agreement is for nine (9) years, commencing March 26, 2007, and ending March 31, 2016. This Agreement may be extended by the parties by mutual agreement. This Agreement shall automatically terminate upon Coach Alford's death or permanent disability.*

The parties understand and agree that, apart from paragraphs 1 and 2 as amended in the foregoing numbered paragraphs of this First Amendment, all other terms and conditions of the Addendum are unaffected by this First Amendment and remain in full force and effect.

UNIVERSITY OF NEW MEXICO

By: Steve Alford  
Steve Alford,  
Head Coach

By: Paul Krebs  
Paul Krebs  
Vice President for Intercollegiate Athletics

Date: 4/9/08

Date: 4/10/08

SECOND AMENDMENT TO  
ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD

The parties recognize and agree that the employment contract between Head Coach/Men's Basketball Steve Alford ("Coach Alford") and the University of New Mexico ("the University") is comprised of Coach Alford's standard, printed, annual employment agreement, the ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD ("the Addendum") and the FIRST AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD ("the First Amendment"), together referred to as "the Agreement." The parties further recognize and agree that paragraph 14 of the Addendum permits amendment thereof by written agreement of the parties. The parties hereby mutually agree that the Agreement be amended, effective July 1, 2010, as set forth below.

1. Paragraph 2 of the Addendum, TERM OF AGREEMENT, is amended to read: The term of this Agreement is for thirteen (13) years, commencing March 26, 2007, and ending March 31, 2020. This Agreement may be extended by the parties by mutual agreement. This Agreement shall automatically terminate upon Coach Alford's death or permanent disability.
2. Paragraph 3(a) of the Addendum, BASE SALARY AND BENEFITS, is amended to read: For the period commencing on July 1, 2010, and ending on March 31, 2014, Coach Alford shall receive a base salary of \$264,200 per contract year, subject to modification pursuant to paragraph 3(e) of the Addendum. Effective April 1, 2014, Coach Alford's base salary shall be increased by \$240,000.00. Effective April 1, 2008, and each year thereafter within the Agreement term, Coach Alford's base salary will be adjusted in accordance with the Regents' annual salary policy for staff. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policy. The first contract year of Coach Alford's employment under this Agreement shall be the period March 26, 2007, to March 31, 2008. The second and subsequent contract years under this Agreement shall run from April 1 to March 31.
3. Paragraph 3(b)(1) of the Addendum is amended to read: In addition to base salary and any other compensation described in the Agreement, Coach Alford shall receive an automobile allowance of \$1,000.00 per month, payable monthly and subject to withholding as required by law. This automobile allowance is in lieu of the University furnishing Coach Alford an automobile for official use, and Coach Alford agrees to use his personal automobile for that purpose. Coach Alford understands and agrees that this automobile allowance constitutes taxable compensation to him.
4. Paragraph 3(b)(5) of the Addendum is amended to read: In addition to his regular coaching duties, Coach Alford shall be responsible for reasonable efforts to promote the men's basketball program, the University of New Mexico and the University's athletic department within the community, and for meeting with sponsors and donors. These

additional duties shall be discharged in coordination with and under the direction of the VPIA and shall include, without limitation, speaking to youth groups, alumni assemblies, service clubs and the like, conducting free basketball camps and clinics to disadvantaged youth, meeting with sponsors and donors, and similar activities as may from time to time be assigned by the VPIA or the Senior Associate Athletic Director. Coach Alford shall not refuse any reasonable community relations assignment from the VPIA. Effective July 1, 2010, Coach Alford shall be paid, in twelve approximately equal monthly payments in addition to the base salary described above, the amount of \$310,00.00 per contract year in consideration of discharge of the duties described in this paragraph, said amount to be paid directly from funds available to the Athletic Department. This amount will be pro-rated for the contract year commencing April 1, 2010, with Coach Alford receiving 9/12 of \$310,000.00 for that contract year. Coach Alford understands and agrees that payments to him pursuant to this paragraph constitute taxable compensation.

5. Paragraph 3(b)(6) of the Addendum is amended to read: The University may enter into agreements with radio and/or television station(s) under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. Effective July 1, 2010, the University will pay to Coach Alford the additional sum of \$310,000.00 per contract year, in addition to the foregoing, to make appearances as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those third-party contacts or other arrangements. The University will pay the \$310,000.00 described in this paragraph in twelve approximately equal installments during the contract year, as part of Coach Alford's monthly compensation. This amount will be pro-rated for the contract year commencing April 1, 2010, with Coach Alford receiving 9/12 of \$310,000.00 for that contract year. Coach Alford shall assist the University in obtaining contracts and arrangements as described in this paragraph, and will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Coach Alford will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Coach Alford understands and agrees that the benefits provided under this paragraph are taxable compensation to him.

6. A new Paragraph 3(b)(8) is added to the Addendum, to read: RETENTION INCENTIVE: If Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball through March 31, 2012, the University shall pay to him, as supplemental compensation, a retention incentive payment in the amount of \$250,000.00 by April 30, 2012. If Coach Alford thereafter remains continuously employed by the University as Head Coach/Men's Basketball through March 31, 2016, the University will pay to Coach Alford, by April 30, 2016, a retention incentive payment in the amount of \$500,000.00. If Coach Alford thereafter remains continuously employed by the University as Head Coach/Men's Basketball through the expiration date of this Agreement, the University will pay to Coach Alford, by April 30, 2020, a retention incentive payment in the amount of \$500,000.00. Any and all such retention incentives shall be forfeited in their entirety in the event that Coach Alford's employment by the University as Head Coach/Men's Basketball is terminated prior to the qualifying date for

such payment. Coach Alford understands and agrees that any and all retention incentive payments made to him pursuant to this paragraph are taxable compensation to him.

7. Paragraph 3(c) of the Addendum, INDEPENDENT INCOME, is amended to read: Subject to compliance with Athletics Department, UNM, Mountain West Conference and NCAA policies, as currently in force and from time to time amended, and with the advance written permission of the VPIA, Coach Alford may earn other athletics-related income during the period of this Addendum. Such activities are independent of his University Employment, and the University shall have no liability or responsibility for any claims arising therefrom upon termination of this Agreement. Coach Alford shall indemnify the University and hold it harmless from any claims arising out of his independent contractual arrangements with third parties. Coach Alford's advance written requests pursuant to this paragraph shall include the sources and amounts of any independent income contemplated by this paragraph.

The University will permit Coach Alford to operate basketball camps on the grounds of the University each year, subject to the written permission of the President and subject to paying a \$250.00 per day facility use fee for the use of Johnson Gym, with the University providing liability coverage for such camp programs to the extent consistent with the New Mexico Tort Claims Act. In the event that the annual pre-tax value of such camp(s) is less than \$65,000.00 for the contract year, the University will pay the difference between the actual, annual pre-tax value of the camp(s) and the figure \$65,000.00 on a pro-rated basis as part of Coach Alford's monthly salary. Coach Alford understands and agrees that he is obligated to make his best effort to conduct camps which will maximize the offset against the University's obligation under this paragraph.

8. The unnumbered introductory language of Paragraph 3(e) of the Addendum, INCENTIVE SALARY, is amended to read: In addition to the compensation set forth above, Coach Alford may earn incentive salary according to the following schedule, which shall be reviewed and may with mutual agreement of the parties be adjusted annually. Any incentive salary earned under this paragraph, except the academic incentives identified in paragraphs 3(e)(9) and 3(e)(10) which shall be paid within thirty days of release of the official NCAA reports on graduation and APR, shall be paid by April 30 of the year following the year in which the Incentive Salary is earned.

9. Paragraph 3(e)(10) of the Addendum is amended to read: Four-year APR above 925-----\$10,000.00.

10. Paragraph 3(e)(11) of the Addendum is amended to read: Beat a Top-20 Team as defined by USA TODAY Coaches Poll or AP Poll at the time of contest-----\$10,000.00.

11. Paragraph 7 of the Addendum is amended to read: Coach Alford may terminate this Agreement at any time upon thirty days notice to the VPIA. In the event that Coach Alford voluntarily terminates this Agreement, the University shall have no further liability except for base salary and benefits accrued to the date of termination, a pro rata



share of the Other Compensation described in paragraph 3.b.5, above, but there shall not be any liability as to the Deferred Compensation except, and only, as provided in paragraph 3d, above. Coach Alford understands and agrees that his termination of this Agreement pursuant to this paragraph prior to the expiration of the term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, Coach Alford agrees to pay to the University, as liquidated damages and not as penalty, a sum of \$400,000.00 in the event that he terminates this Agreement at any time prior to March 31, 2011, the sum of \$300,000.00 in the event he terminates this Agreement on or after April 1, 2011, but prior to March 31, 2012, the sum of \$200,000.00 in the event he terminates this Agreement on or after April 1, 2012 but prior to March 31, 2013, and the sum of \$150,000.00 in the event he terminates this Agreement on or after April 1, 2013 but prior to the expiration of the term of this Agreement.

12. Paragraph 8 of the Addendum, TERMINATION BY REQUEST OF THE UNIVERSITY, is amended to read: The University may voluntarily terminate this Agreement by giving written notice to Coach Alford not later than March 31 of each Agreement year. No notice from the University to Coach Alford shall be required for the Agreement to expire by its terms on March 31, 2020. In the event of termination of this Agreement by the University other than for cause as defined in Paragraph 4, the University shall pay to Coach Alford his pro rated Base Salary, as described in paragraph 3.a. above, and his pro rated Other Compensation described in paragraph 3.b.5, above, for the remainder of the contract year in which such notice is given, and the additional sum of \$500,000.00 for each remaining year of the term of this Addendum. The sum described in this paragraph will be paid in monthly payments to Coach Alford, with New Mexico and federal tax withholdings, until paid in full. Except as otherwise expressly provided in this paragraph all rights and obligations due from each party to the other under the provisions of this Agreement shall cease upon the effective date of termination set forth in the written notice.

The parties understand and agree that, apart from the amendments set forth in this SECOND AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD, terms and conditions of employment set forth in the Addendum and the First Amendment are unaffected by this Second Amendment and remain in full force and effect.

By: Steve Alford  
Steve Alford,  
Head Coach

Date: July 12 2010

UNIVERSITY OF NEW MEXICO

By: Paul Krebs  
Paul Krebs  
Vice President for Intercollegiate Athletics

Date: 7/12/2010

By: David J. Schmidly  
David J. Schmidly  
President

Date: 7/12/2010



**THIRD AMENDMENT TO  
ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD**

The parties recognize and agree that the employment contract between Head Coach/Men's Basketball Steve Alford ("Coach Alford") and the University of New Mexico ("the University") is comprised of Coach Alford's standard, printed, annual employment agreement and the ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD ("the Addendum"), and FIRST AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (the "First Amendment"), and SECOND AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (the "Second Amendment"), together referred to as "the Agreement." The parties further recognize and agree that paragraph 14 of the Addendum permits amendment thereof by written agreement of the parties. The parties hereby mutually agree that the Addendum be amended in the respect described in the numbered paragraph appearing below.

1. Paragraph 3(b)(4) is amended to read:

Coach Alford's spouse and minor children will be added to the official University travel party to regular and post-season away games within the continental United States. Coach Alford understands and agrees that the value of this benefit is taxable compensation to him;

2. Paragraph 3 (e) of the Addendum, INCENTIVE SALARY, is amended to read:

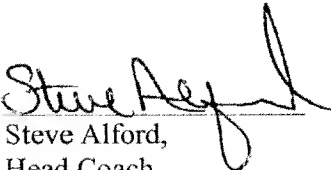
INCENTIVE SALARY: In addition to the compensation set forth above, Coach Alford may earn incentive salary according to the following schedule, which shall be reviewed and may with mutual agreement of the parties be adjusted annually. Any incentive earned under this paragraph shall be paid by April 30 of the year following the year in which Incentive Salary is earned.

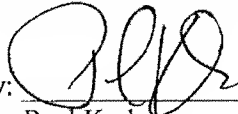
1. Conference Championship	\$30,000.00
2. Conference Tournament Championship	\$30,000.00
3. Mountain West Coach of the Year	\$10,000.00
4. NCAA Berth	\$20,000.00
5. 20-Win Season	\$10,000.00
6. RPI in To-50	\$10,000.00
7. Strength of Schedule in the Top 100	\$10,000.00
8. Team GPA above 2.7	\$15,000.00
9. Beat a Top 20 Team as defined by USA Today Coaches Poll or AP Poll at the time of contest	\$15,000.00
10. Sweet 16 Appearance	\$50,000.00
11. Elite 8 Appearance	\$50,000.00
12. Final 4 Appearance	\$100,000.00
13. National Championship	\$250,000.00
14. National Coach of the Year	\$25,000.00

In addition to the payment of the associated incentive payment as described above, a Conference Championship, and/or Conference Tournament Championship, and/or Sweet 16, and/or an Elite 8 appearance, or a Final Four appearance will result in an additional year being added to the term of this Addendum and the amount of the associated bonus shall be added to Coach Alford's base salary commencing with the succeeding contract year. In the event that Coach Alford attains more than one of the foregoing incentive salary benchmarks in a single contract year, the cumulative total of the associated incentive bonuses shall be added to base salary for the succeeding contract year, but only one additional year shall be added to the term of this Addendum.

The parties understand and agree that, apart from the amendments set forth in the foregoing numbered paragraphs of this Third Amendment, all other terms and conditions of the Agreement are unaffected by this Third Amendment and remain in full force and effect.

**UNIVERSITY OF NEW MEXICO**

By:   
Steve Alford,  
Head Coach

By:   
Paul Krebs  
Vice President for Intercollegiate Athletics

Date: Nov 29 2011

Date: 11/29/11



**FOURTH AMENDMENT TO  
ADDENDUM TO EMPLOYMENT AGREEMENT  
OF  
HEAD COACH STEVE ALFORD**

The parties recognize and agree that the employment contract between Head Coach/Men's Basketball Steve Alford ("Coach Alford") and the University of New Mexico ("the University") is comprised of Coach Alford's standard, printed, annual employment agreement and the ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD ("the Addendum"), and FIRST AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (the "First Amendment"), and SECOND AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (the "Second Amendment"), and THIRD AMENDMENT TO ADDENDUM TO EMPLOYMENT AGREEMENT OF HEAD COACH STEVE ALFORD (the "Third Amendment") together referred to as the "Agreement." The parties further recognize and agree that paragraph 14 of the Addendum permits amendment thereof by written agreement of the parties. The parties hereby mutually agree that the Addendum be amended in the respect described in the numbered paragraphs appearing below.

1. Paragraph 2 of the Addendum, TERM OF AGREEMENT, is amended as follows: In accordance with the provisions of paragraph 3(c), the term of the Agreement is extended for an additional year, ending March 31, 2021.
2. Paragraph 3 (a) of the Addendum, BASE SALARY AND BENEFITS, is amended as follows: In accordance with the provisions of paragraph 3(e), and for the period commencing on April 1, 2012, and ending March 31, 2014, Coach Alford shall receive a base salary of \$324,200.00. Effective April 1, 2014, and continuing through the expiration of the term of the Agreement, Coach Alford's base salary will be increased by \$240,000.00.
3. Paragraph 3(b)(8) of the Addendum is amended to read: RETENTION INCENTIVE: If Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball through March 31, 2016, the University will pay to Coach Alford, within thirty (30) days of such date, a retention incentive payment in the amount of Five Hundred Thousand Dollars (\$500,000.00). If thereafter Coach Alford remains continuously employed by the University as Head Coach/Men's Basketball through the expiration date of this Agreement, the University will pay to Coach Alford a retention incentive payment in the amount of Five Hundred Thousand Dollars (\$500,000.00) within thirty (30) days from the expiration date of this Agreement. Any and all such retention incentives shall be forfeited in their entirety in the event that Coach Alford's employment by the University as Head Coach/Men's Basketball is terminated prior to the qualifying date for such payment. Coach Alford understands and agrees that any and all retention incentive payments made to him pursuant to this paragraph are taxable compensation to him.

The parties understand and agree that, apart from the amendments set forth in the foregoing numbered paragraphs of this Fourth Amendment, all other terms and conditions of the Agreement are unaffected by this Fourth Amendment and remain in full force and effect.

**EMPLOYEE**

By: Steve Alford  
Steve Alford,  
Head Coach

Date: 6/7/12

**UNIVERSITY OF NEW MEXICO**

By: Paul Krebs  
Paul Krebs  
Vice President for Intercollegiate Athletics

Date: 6/7/12

By: Robert G. Frank  
Robert G. Frank  
President

Date: June 8, 2012



STEVE ALFORD  
HEAD COACH

2009 & 2010 MWC  
COACH OF THE YEAR

MOUNTAIN  
WEST CHAMPS  
2009, 10, AND  
AGAIN IN 2012

CRAIG NEAL  
ASSOCIATE HEAD COACH

DUANE BROUSSARD  
ASSISTANT COACH

DREW ADAMS  
ASSISTANT COACH

CRAIG SNOW  
DIRECTOR OF OPERATIONS

BRANDON MASON  
VIDEO ADMINISTRATOR



MAIL TO:

DEPARTMENT OF ATHLETICS  
MEN'S BASKETBALL - "THE PIT"  
MSC04 2690  
1 UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NM 87131-0001

SHIP TO:

1 UNIVERSITY OF NEW MEXICO  
MEN'S BASKETBALL - "THE PIT"  
JOY CAVALOS BASKETBALL CENTER  
1111 UNIVERSITY BLVD. SE  
ALBUQUERQUE, NM 87106

PHONE: 505-925-5750  
FAX: 505-925-5759  
WWW.GOLOBOS.COM

# NEW MEXICO BASKETBALL

MARCH 30, 2013

RE: LETTER OF RESIGNATION

I RESPECTFULLY SUBMIT MY LETTER OF RESIGNATION EFFECTIVE SATURDAY, MARCH 30, 2013. IT HAS BEEN A TREMENDOUS OPPORTUNITY FOR MY FAMILY AND I TO HAVE SERVED THE UNIVERSITY OF NEW MEXICO. I FEEL TRULY BLESSED TO HAVE SERVED AS THE HEAD COACH OF THESE FINE YOUNG MEN AND A PROGRAM WITH A RICH AND DEEP HISTORY OF SUCCESS. IN MY SIX YEARS HERE IN ALBUQUERQUE MY FAMILY AND I HAVE GROWN CLOSE TO THE PEOPLE OF THE CITY AND STATE, AND WE HAVE MADE MANY LIFELONG FRIENDS.

I WOULD LIKE TO THANK THE UNIVERSITY'S ADMINISTRATIVE AND ATHLETICS STAFF, THE BOARD OF REGENTS AND PRESIDENTS SCHMIDLY AND FRANK, FOR THE OPPORTUNITY TO WORK AT THIS GREAT UNIVERSITY. WHILE MY CAREER MAY TRANSITION FROM THE UNIVERSITY OF NEW MEXICO, I WILL ALWAYS BE LOBO.

GOD'S BLESSINGS,

STEVE ALFORD, HEAD COACH FOR MEN'S BASKETBALL